



## County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION  
LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

**WILLIAM T FUJIOKA**  
Chief Executive Officer

January 15, 2008

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

Dear Supervisors:

**DEPARTMENT OF PUBLIC HEALTH: APPROVAL TO ACCEPT GRANT  
AWARD NUMBER ID06-LAC-241 FROM THE UNIVERSITY OF CALIFORNIA,  
UNIVERSITYWIDE AIDS RESEARCH PROGRAM AND AUTHORIZATION  
TO ENTER INTO A SOLE SOURCE AGREEMENT WITH  
LOS ANGELES GAY AND LESBIAN CENTER  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD;**

1. Ratify the Department of Public Health's (DPH) prior acceptance of Award Notice Number ID06-LAC-241 (Exhibit I) in the amount of \$107,327 to support DPH's participation in the University of California, Universitywide AIDS Research Program's (UARP) Web-based HIV/STD Partner Engagement Resource (WHISPER): Counseling for Internet Partner Notification project, for the project period, September 1, 2006 to August 31, 2008, at no net County cost.
2. Delegate authority to the Director of DPH, or his designee, to accept and sign any future award notices similar to Award Notice ID06-LAC-241 to provide funding support for the period of September 1, 2007 through August 31, 2009, at no net County cost, subject to the review and approval of County Counsel and Chief Executive Office and notification of the Board offices.
3. Delegate authority to the Director of DPH, or his designee, to execute and sign amendments to Award Notice ID06-LAC-241 for the period of September 1, 2006, through August 31, 2009, that provides for rollover funds or which increases or

decreases funding up to 25 percent of each year's base award, at no net County cost, subject to review and approval by Counsel County and Chief Executive Office and notification of the Board offices.

4. Delegate authority to the Director of DPH, or his designee, to execute a sole source agreement substantially similar to Exhibit II, with the Los Angeles Gay and Lesbian Center (LAGLC), for the provision of sexually transmitted disease (STD) program services, effective upon date of Board approval through August 31, 2008, at a maximum obligation of \$68,957, 100 percent funded by Award Notice ID06-LAC-241, with a provision for a 12 month no-cost extension effective September 1, 2008 through August 31, 2009.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

With your Board's ratifying of DPH's prior acceptance of Award Notice ID06-LAC-241, funding to Los Angeles County's STD Program will be authorized to examine in a randomized, controlled trial to study the effectiveness of the WHiSPER (Web-based HIV-STD Partner Engagement Resource) internet partner notification counseling module versus the traditional disclosure method used by counselors in standard of care practices, the result of which is to increase the number of HIV/STD infected clients who notify their partners. The WHiSPER module links the traditional public health model of disclosure assistance with the innovation of a website designed to facilitate multiple partner notification for STDs, including HIV, with one electronic-mail (e-mail) notification. The target population selected for the study was men who have sex with men (MSM) because this population has significant HIV and STD morbidity and is often resistant to more traditional methods of partner notification.

To accomplish the objectives of the study, the STD Program needed to partner with a community-based organization that diagnoses and treats a significant amount of STD morbidity of MSM and has collected baseline information on clients' use of the Internet to meet sex partners.

LAGLC is one of the leading providers of HIV/STD testing, treatment, care and referral services for MSM in Los Angeles County. The LAGLC's Sexual Health Program was selected to collaborate on the WHiSPER trial because of its extensive experience with disclosure assistance counseling, its established relationship with the gay community and the significant amount of STD/HIV morbidity treated in its clinics. The LAGLC will recruit participants for the intervention, oversee and facilitate focus groups, provide space and computers to conduct the intervention and employ the disclosure counselor. The LAGLC will also help to develop the web-based program and database that will be available for the disclosure counselor to use.

Honorable Board of Supervisors  
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Board approval of the recommended actions will allow DPH to implement a program directed at increasing the number of HIV/STD positive persons who receive early medical evaluation, treatment, and care, and to potentially curb the spread of these communicable diseases, through early partner notification.

### **FISCAL IMPACT/FINANCING**

The total amount of funding provided under UARP's Award Notice Number ID06-LAC-241 for the period September 1, 2006 through August 31, 2008 is \$107,327.

The agreement with the LAGLC for the period of Board approval through August 31, 2008, will have a maximum obligation of \$68,957, 100 percent with UARP grant funds.

Funding for this proposed action is included in DPH's Fiscal Year (FY) 2007-08 Final Adopted Budget and will be requested in future fiscal years, as necessary.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On April 4, 2006, DPH submitted an application to UARP for funding under the WHiSPER project. In response to the application submitted, on July 31, 2006, DPH received a notice of funding recommendation from UARP.

On December 13, 2006, DPH received approval from the Public Health Institutional Review Board. On January 1, 2007, due to oversight, the agreement with UARP to accept these funds was executed prior to DPH receiving Board approval.

In response to the unauthorized acceptance of these grant funds, as a corrective action, DPH will release a departmental memo reminding all program directors and staff that the Board must approve acceptance of all new grants.

Attachment A provides additional information.

County Counsel has approved Exhibits I and II as to form.

### **CONTRACTING PROCESS**

DPH's STD Program collaborated with the LAGLC to submit its cognitive research proposal to UARP to evaluate the feasibility of the effectiveness of a WHiSPER Internet partner notification module. The LAGLC was chosen to partner with DPH in the proposal to UARP because it was the only provider that met all the criteria for the research project the STD Program planned to pursue.

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January 15, 2008  
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The LAGLC's Sexual Health Program is one of the leading providers of STD and HIV testing and treatment among men having sex with men (MSM) in the Los Angeles area. In 2006, LAGLC's reported 8,911 new visits (85 percent were MSM) with an approximate 5 percent (254) new Chlamydia cases, 7 percent (689) new gonorrhea cases, and 6 percent (540) newly-identified HIV cases identified among clients who tested for each disease. This high number of visits is one factor that makes LAGLC an ideal candidate to collaborate in the WHiSPER project.

LAGLC was the only vendor that met the STD Program's requirements for target population, STD/HIV morbidity, and the collection of baseline information on clients' use of the Internet to meet sex partners.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Acceptance of the Award Notice and approval to enter into an agreement with the LAGLC will provide DPH STD Program with an opportunity to evaluate a new option for partner notification services which may improve health outcomes for individuals with STDs.

#### **CONCLUSION**

When approved, the Department of Public Health requires three signed copies of your Board's action. It is requested that the Executive Officer, Board of Supervisors, notify the Department of Public Health, Contracts and Grants Division, at (213) 240-8179 when this document is available.

Respectfully submitted,

  
for WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:SRH  
SAS:RM:bjs

Attachments (3)

c: County Counsel  
Director and Health Officer, Department of Public Health

SUMMARY OF AWARD AND AGREEMENT

1. TYPE OF SERVICES:

Sexually Transmitted Disease Program Services

2. AGENCY AWARD ADDRESS AND CONTACT PERSON:

Universitywide Aids Research Program  
University of California  
1111 Franklin Street 5th Floor  
Oakland, California 94607-5200  
Attention: Lourdes DeMattos, Contract and Grant Officer  
Telephone: (510) 987-9850  
FAX: (510) 835-4220  
Email: [Lourdes.demattos@ucop.edu](mailto:Lourdes.demattos@ucop.edu)

AGENCY AGREEMENT ADDRESS AND CONTACT PERSON:

L.A. Gay & Lesbian Center  
1625 Schrader Boulevard  
Los Angeles, California 90028-6213  
Attention: Tiffany Horton, Manager, Sexual Health Program  
Telephone: (323) 993-7560  
FAX: (323) 308-4426  
Email: [thorton@lagaycenter.org](mailto:thorton@lagaycenter.org)

3. AWARD TERM:

Date of Board approval through June 30, 2008, with automatic "no cost" extension for a 12 month period, through June 30, 2009.

AGREEMENT TERM:

Date of Board approval through June 30, 2008, with automatic "no cost" extension for a 12 month period, through June 30, 2009.

4. AWARD FINANCIAL INFORMATION:

The total program cost for the 24 months grant period is \$107,327 (of that \$68,957 is for contract with LAGLC), 100 percent offset by UARP funds. Implementation of this program will not increase net county cost.

AGREEMENT FINANCIAL INFORMATION:

The total maximum obligation with LAGLC is \$68,857.

5. GEOGRAPHIC AREA TO BE SERVED:

Countywide.

6. ACCOUNTABLE FOR MONITORING AND EVALUATION:

Peter R. Kerndt, M.D., M.P.H., Director, Sexually Transmitted Disease Program

7. APPROVALS:

Public Health:

Contracts and Grants Division:

County Counsel (approval as to form):

Jonathan E. Freedman, Acting Chief Deputy

Gary T. Izumi, Chief

Andrea Ross, Senior Associate County Counsel

## UNIVERSITY OF CALIFORNIA

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## OFFICE OF HEALTH AFFAIRS

April 6, 2007

Ellen Rudy, Ph.D.

Epidemiologist

Los Angeles County Department of Health Services

STD Program

2615 S. Grand Avenue, Room 500

Los Angeles, CA 90007

RE: ID06-LAC-241

WHISPER: Counseling for Internet Partner Notification

UNIVERSITYWIDE AIDS RESEARCH PROGRAM  
 UNIVERSITY OF CALIFORNIA  
 300 LAKESIDE DRIVE, 6TH FLOOR  
 OAKLAND, CA 94612-3550  
 Tel: (510) 987-9855  
 Fax: (510) 835-4220

Dear Dr. Rudy:

With respect to the above referenced Universitywide AIDS Research Program (UARP) grant, all administrative matters have been satisfied and agreements between the University of California and San Mateo Medical Center Foundation have been signed by both parties.

Enclosed please find a copy of the Award Notice for this grant. Please note that the conduct of this award is to be in accordance with the enclosed most recent SRP Grant Administration Manual and it is available on the Web at <http://uarp.ucop.edu>

UARP has processed a check request for \$52,932, the amount of the Award for the 1st year of your award.

Progress and fiscal reports and other requests related to the conduct of the research are required for program monitoring purposes. Progress Report forms 1 through 8 may be found at the back of the Grant Administration Manual at <http://uarp.ucop.edu>. The Fiscal Report form will be mailed from the program 30 days' prior to the due date. Expenditure of the grant funds constitute acceptance of these terms and conditions.

**Note: A failure to submit the progress and fiscal reports on the scheduled due dates [see chart below] will result in a delay of continuation of funding. Reports that become more than 90 days overdue may result in a recall of previous grant funding. Principal Investigators who have reports more than 30 days overdue are ineligible to submit new grant applications.**

Annual Report Due Date		
Grant Start Date	Annual Progress Report Due Date	Annual Fiscal Report Due Date
September 1, 2006	August 1, 2007 *	November 30, 2007 *

Final Report Due Date		
Grant End Date	Final Progress Report Due Date	Final Fiscal Report Due Date
August 31, 2008	October 31, 2008 *	November 30, 2008 *

\* Reports are due on the first business day on or following the due date of the subsequent year.

In accepting this award, it is also required that publications directly supported in whole or in part by UARP be acknowledged appropriately. For any such publications, you must include the following in the Acknowledgements:

This work was supported by grant no. ID06-LAC-241 from the Universitywide AIDS Research Program at the University of California.

Please direct any scientific/research questions regarding this grant to me at (510) 287-3359, or by e-mail at [Roy.McCandless@ucop.edu](mailto:Roy.McCandless@ucop.edu). For administrative/fiscal questions contact Catherine Foster, Administrative Analyst, at (510) 587-6189 or by e-mail at [catherine.foster@ucop.edu](mailto:catherine.foster@ucop.edu).

Sincerely,

Roy McCandless, MA, MPA, DrPH  
 Research Administrator

Enclosure

cc: Peter Kerndt, M.D., MPH  
 Jacqueline M. Battle

APR 11 2007

University of California  
Universitywide AIDS Research Program

Award Notice

Principal Investigator: Ellen Rudy  
Institution: Los Angeles County Department of Health Services  
Project Title: WHISPER: Counseling for Internet Partner Notification

Award #: OA-ID06-LAC-241

This award notice for period: September 1, 2006 – August 31, 2007

Approved Budget:

Personnel (Salaries, Wages, Benefits)	18,511
Consultant/Contract	30,112
Supplies and Expenses	645
Equipment	0
Travel - Annual Meeting	0
Travel - Project-Related	0
Travel - Scientific Meetings	0
Indirect Costs	3,664
TOTAL:	52,932

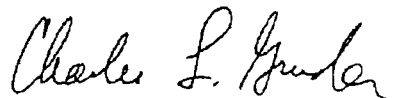
Anticipated award for FY 2008-2009 \$54,395;

This grant shall be subject to examination and audit by The Regents of the University of California and the California State Auditor for a period of three years after receipt of final fiscal and/or scientific reports. The examination and audit shall be confined to those matters connected with the performance of this grant, including, but not limited to, the cost of administering this grant.

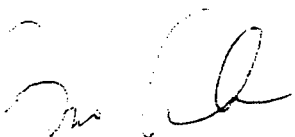
Obligations:

1. Inform UARP if you receive funds for related research from any other source
2. Submission of abstract and attendance at Annual Investigator's Meeting
3. Submission of Annual Progress and Fiscal Reports
4. Management of grant according to UARP Policies and Procedures

Refer to the Universitywide AIDS Research Program Guide to Policies and Procedures for specific policies governing the administration of this award. Direct any questions to the Universitywide AIDS Research Program Office, 300 Lakeside Drive, 6th Floor, Oakland, CA 94612-3550, Phone (510) 987-9855.



Charles L. Gruder  
Executive Director  
Special Research Programs



cc: Principal Investigator  
10/26/2006

PT:

FUND 18282-18010



**Post-Award Budget Calculations Sheet**

**Appl No** ID06-LAC-241      **PI:** Rudy, Ellen  
**Institution** Los Angeles County Department of Health Services  
**Project** WHISPER: Counseling for Internet Partner Notification

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**Grant Fiscal Year: 2007**

Personnel	Initial Award	\$18,511
Consultant and Contracts	Initial Award	\$30,112
Supplies and Expenses	Initial Award	\$645

**Total Direct Costs** \$49,268

Indirect Costs	Initial Award	\$3,664
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**Total Indirect Costs** \$3,664

**Total for Grant Fiscal Year: 2007** (includes carry forward) **\$52,932**

**Grant Fiscal Year: 2008**

Personnel	Initial Award	\$18,509
Consultant and Contracts	Initial Award	\$31,323
Supplies and Expenses	Initial Award	\$500
Travel - Annual Meeting	Initial Award	\$400

**Total Direct Costs** \$50,732

Indirect Costs	Initial Award	\$3,663
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**Total Indirect Costs** \$3,663

**Total for Grant Fiscal Year: 2008** (includes carry forward) **\$54,395**



OFFICE OF HEALTH AFFAIRS


UNIVERSITYWIDE AIDS RESEARCH PROGRAM  
UNIVERSITY OF CALIFORNIA  
300 LAKESIDE DRIVE, 6TH FLOOR  
OAKLAND, CA 94612-3550  
Tel: (510) 987-9855  
Fax: (510) 835-4220


AGREEMENT NO. OA-ID06-LAC-241

between

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, OFFICE OF THE PRESIDENT

and

LOS ANGELES COUNTY DEPARTMENT OF ~~HEALTH SERVICES~~ <sup>PUBLIC HEALTH</sup> 

THIS AGREEMENT is between The Regents of the University of California, Office of the President (hereinafter called The Regents), on behalf of the Universitywide AIDS Research Program, and the Los Angeles County Department of ~~Health Services~~ (hereinafter called Recipient).  
Public Health 

WHEREAS, the California Department of Health Services (DHS), State Office of AIDS (OA), has received funds from the federal Centers for Disease Control (CFDA No. 93.940); and

WHEREAS, the California Department of Health Services, State Office of AIDS, has granted funds to The Regents, under Prime Agreement No. 04-35636, for the issuance of grants for the development of interventions targeting the Men who have Sex with Men (MSM) population (specifically among African American and Latino men who do not identify as gay and MSM who use methamphetamines), and for the implementation of projects that provide direct HIV prevention interventions to people at risk of HIV transmission; and

WHEREAS, the State of California Legislature has requested The Regents of the University of California establish and administer a program supporting research on AIDS; and

WHEREAS, the State of California has appropriated funds to The Regents for the administration of the Universitywide AIDS Research Program; and

WHEREAS, the Universitywide AIDS Research Program (UARP) has established criteria for evaluating and selecting AIDS research proposals to be funded;

WHEREAS, UARP has selected Recipient's proposal;

NOW THEREFORE, the parties agree as follows:

1. STATEMENT OF WORK

Recipient shall conduct an AIDS prevention study in accordance with its proposal entitled WHISPER: Counseling for Internet Partner Notification, which is incorporated herein by reference.

2. PERIOD OF PERFORMANCE

This Agreement shall be in effect from September 1, 2006 through August 31, 2007.

This Agreement may be continued through August 31, 2008, provided Recipient has met the technical reporting requirements described in Section 10 (including meeting attendance). The Regents will unilaterally amend the Agreement to extend the period of performance and other affected provisions.

3. TECHNICAL DIRECTION

The performance of the work shall be under the direction of the Principal Investigator, Ellen Rudy. See the Special Research Programs Grant Administration Manual, which can be found at <http://www.ucop.edu/srp/home/uarp/Grant%20Admin%20manual/welcome.html>, for specific minimum percent effort and other requirements and actions requiring prior approval.

4. BUDGET AND EXPENDITURES

- A. The total amount of funds made available and reimbursable to Recipient under this Agreement for the period of September 1, 2006 through August 31, 2007 shall not exceed \$52,932. The budget for this period is attached hereto as Exhibit A. Expenditures under this Agreement shall be made in accordance with the approved budgets, and the rules and regulations detailed in the Special Research Programs Grant Administration Manual.
- B. It is anticipated that an amount not to exceed \$54,395 will be made available and reimbursable to Recipient under this Agreement for the second year of the project (FY 08-09).
- C. The first year of this project shall be funded by The Regents using federal funds received from the Centers for Disease Control (CFDA No. 93.940) via the California Department of Health Services (DHS), State Office of AIDS (OA). Subsequent support for the project is anticipated to be funded by The Regents using a California Special State Appropriation.
- D. In accordance with the Special Research Programs Grant Administration Manual, indirect costs are reimbursable for 25% of total direct costs, excluding equipment, or at the federally approved rate and base for Recipient institution (or other similarly established rate), whichever is less.
- E. It is not permissible to reallocate funds from direct costs to cover any increases to the indirect cost rates approved by UARP at the outset of an award. Any savings generated by reductions in Recipient's institutional rates (in those cases where Recipient's rate is less than 25%), or by rebudgeting items from an overhead bearing category to a non-overhead bearing category, shall be returned to UARP. Recipient shall annually provide to UARP a copy of Recipient's current, federally approved indirect cost rate agreement (or appropriate documentation of an alternative rate if Recipient does not have a federal agreement).

5. PAYMENT AND INVOICING

100% of the amount listed above in Article 4.A will be released automatically after execution of this Agreement.

80% of the second year approved amount will be released automatically at the beginning the second year. The final 20% will be paid after receipt of the final reports required by Article 10. Invoices are not required.

Upon completion of a project year, The Regents may deduct any unexpended and uncommitted funds provided in advance from the following continuation year's budget. In the final year of the project, any unexpended and uncommitted advanced funds shall be returned to The Regents within 90 days of project's final completion.

*Payments are contingent upon:*

- Execution of this Agreement by both parties. (Once, at initiation of this award).
- Clearance of *all* administrative issues, such as Human/Animal Subjects Approvals. (Annually.)
- Receipt of all required reports (see Article 10)

6. STATE OF CALIFORNIA BUDGET CONTINGENCY

- A. It is mutually agreed that if the State Budget Act or the federal Government Congressional Appropriation of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, The Regents shall have no liability to pay any funds whatsoever to Recipient or to furnish any other considerations under this Agreement and Recipient shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the State Budget Act or by the federal Government Congressional Appropriation for purposes of this program, The Regents shall have the option to either cancel this Agreement with no liability occurring to The Regents, the State, or the federal government, or to offer an agreement amendment to Recipient to reflect the reduced amount.

7. RECOVERY OF OVERPAYMENTS

- A. Recipient agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by The Regents, the State and/or Federal Government by one of the following options:
- 1) Recipient's remittance of the full amount of the audit exception within 30 days following request for repayment;
  - 2) A mutually acceptable repayment schedule.
- B. Recipient will be notified by in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Recipient, beginning 30 days after Recipient's receipt of the demand for repayment.
- D. If Recipient has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If Recipient loses the final administrative appeal, Recipient shall repay the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from Recipient's first receipt of notice requesting reimbursement of questioned audit costs or disallowed expenses.

8. GOVERNING STANDARDS

This Agreement shall be governed by standards set forth in this Agreement, and the Special Research Programs Grant Administration Manual, in that order of precedence.

9. FINANCIAL ACCOUNTING RECORDS

Recipient agrees to maintain and preserve, until three years after termination of this Agreement and final payment from The Regents, to permit The Regents, DHS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this Agreement and to allow interviews of any employees who might reasonably have information related to such records.

10. REPORTING REQUIREMENTS

Required deliverables shall be submitted to: Universitywide AIDS Research Program, University of California, 300 Lakeside Drive, 6th Floor, Oakland, CA 94612-3550. The Principal Investigator is required to submit the following deliverables and attend meetings as specified.

- Abstract for the Annual Meeting. UARP will notify the Principal Investigator of the Abstract due dates.
- The Principal Investigator(s) shall attend UARP's annual meeting to report preliminary data and progress of work. UARP will notify the Principal Investigator of meeting dates.
- Annual Progress Report by October 1st of project years one and two, and within 60 days of the final year.
- Financial reports within 60 days of the end dates of project years one and two, and within 90 days of the final year.
- The Principal Investigator shall belong to the consortium of investigators who are award recipients. The Principal Investigator shall attend required consortia meetings to coordinate and evaluate research activities with other consortium members and with representatives of the UARP and the California Department of Health Services - State Office of AIDS as directed by UARP.

11. AFFIRMATIVE ACTION/NON-DISCRIMINATION

Recipient agrees that when applicable, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in Section 503 of the Rehabilitation Act of 1973, as amended, relative to the employment and advancement in employment of qualified individual(s) with a disability without discrimination, and the implementing rules and regulations in Title 41, part 60-741 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans, recently separated veterans, Vietnam era veterans, and veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized, without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12990 relative to equal employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical or mental disability, medical condition (cancer-related or genetic characteristics), marital status, sex, age, or sexual orientation, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations.

12. INSURANCE

The Recipient at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

(1) Each Occurrence	\$1,000,000
(2) Products/Completed Operations Aggregate	\$3,000,000
(3) Personal and Advertising Injury	\$1,000,000
(4) General Aggregate	\$3,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or

- B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit no less than one million dollars (\$1,000,000) per occurrence if using automobiles in conducting research under this agreement.
- C. Workers' Compensation as required under California State law.
- D. Professional Medical and Hospital Liability Insurance (contractual liability included) with limits of two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) general aggregate.

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

Note: Professional Medical and Hospital Liability Insurance is required only when healthcare professionals and/or health care students are involved in patient care under this agreement.

- E. Commercial Blanket Bond with a limit no less than the amount of grant funds in Recipient's possession at any one time covering all employees of Recipient, including coverage to protect money and securities as found in a Comprehensive Crime Policy.
- F. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of The Regents and the Recipient against other insurable risks relating to performance.
- G. The coverages required under this Article shall not in any way limit the liability of the Recipient.
- H. The coverages referred to under A, B, and D of this Article shall include The Regents as an additional insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of Recipients, its officers, employees, and agents. A thirty (30)-day advance written notice (10 days for non-payment of premium) to The Regents of any modification, change or cancellation of any of the above insurance coverages is required. Upon the execution of this Agreement, Recipient shall furnish The Regents with Certificates of Insurance evidencing Recipient's insurance coverage and Additional Insured Endorsements demonstrating that the Regents are an additional insured on the applicable policies.

### 13. INDEMNIFICATION

Recipient shall defend, indemnify and hold The Regents, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Recipient, its officers, employees or agents.

The Regents shall defend, indemnify and hold Recipient, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of The Regents, its officers, employees or agents.

The Recipient covenants and warrants that the conduct of the research shall be in accord with all applicable federal and state regulations pertaining to the protection of human subjects, use of animal subjects, and handling of biohazard materials, and further covenants and warrants that approvals in these areas shall be secured from, and periodically reviewed by, a duly constituted institutional review committee for each relevant area.

14. TERMINATION

This Agreement may be terminated by either party upon 30 days prior written notice to the other party. The Regents shall reimburse Recipient for noncancellable obligations, and allowable and proper budgeted costs incurred to date of termination. Recipient shall take all necessary measures to mitigate its costs, and shall return to The Regents all unliquidated advance payments within 45 days of termination notice.

15. AMENDMENTS

The Regents may unilaterally amend this Agreement to provide additional funds and amend affected provisions. Carry-forwards into subsequent budget periods, Rebudgeting, and Changes in Key Personnel may be approved by an AIDS Research Program Official upon request by Recipient. *No Cost Time Extensions require the additional approval of The Regents' contact for Contractual Matters listed in Article 20.*

All other amendments or modifications to this Agreement shall require execution on behalf of The Regents by the Executive Director – Strategic Sourcing and shall be by mutual consent of the parties in writing.

16. INDEPENDENT CONTRACTOR

Recipient and its employees, consultants, agents, or independent contractors will perform all services under this Agreement as independent contractors. Nothing in this Agreement will be deemed to create an employer-employee or principal-agent relationship between Regents and Recipient's employees, consultants, agents, or independent contractors. Recipient and its employees, consultants, agents and lower tier subawardees will not, by virtue of any services provided under this Agreement, be entitled to participate, as an employee or otherwise, in or under any employee benefit plan of Regents or any employment right or benefit available to or enjoyed by employees of Regents.

17. SITE INSPECTION

The Regents and DHS have, through any authorized representatives, the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Recipient or subcontractor(s), Recipient shall provide and shall require its subcontractor(s) to provide all reasonable facilities and assistance for the safety and convenience of The Regents and/or DHS representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

18. CONFIDENTIALITY OF INFORMATION

In accordance with the DHS Prime Agreement, Recipient shall abide by the following Confidentiality of Information provisions.

- A. Recipient and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to Recipient, his/her employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- B. Recipient and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out Recipient's obligations under this Agreement.
- C. Recipient and its employees, agents, or subcontractors shall promptly transmit to The Regents all requests for disclosure of such identifying information not emanating from the client or person.
- D. Recipient shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information without prior written authorization.
- E. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

19. AVOIDANCE OF CONFLICTS OF INTEREST BY RECIPIENT

In accordance with the DHS Prime Agreement, Recipient shall abide by the following Conflict of Interest provisions.

- A. DHS and The Regents intend to avoid any real or apparent conflict of interest. Any information received, assertion, or claim from any source, which indicates the existence of a real or apparent conflict of interest under this Agreement, may be investigated and Recipient may be required to submit a plan for solving the conflict subject to prior review and approval.
- B. Conflicts of interest include, but are not limited to:
  - 1) An instance where Recipient or any of its subcontractors, or any employee, officer, or director of Recipient or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under this Agreement would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of this Agreement.
  - 2) An instance where Recipient's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family business or other ties.
- C. If DHS or The Regents becomes aware of a known or suspected conflict of interest, Recipient will be given an opportunity to submit additional information or to resolve the conflict. Recipient will have five (5) working days from the date of notification of the conflict to provide complete information regarding the suspected conflict. If a conflict of interest under this Agreement is determined to exist and cannot be resolved to the satisfaction of DHS/The Regents, the conflict will be grounds for terminating this Agreement. Upon receipt of a written request from Recipient, an extension of the timeline indicated herein may be authorized.



20. PROJECT PERSONNEL

THE REGENTS

Program and Fiscal Matters:

Universitywide AIDS Research Program  
c/o The Office of the Vice President--Health Affairs  
University of California  
300 Lakeside Drive, 6th Floor  
Oakland, CA 94612-3550  
(510) 987-9855  
The Research Administrator assigned to this award is:  
Roy McCandless, (510) 287-3359  
Grant Analyst assigned to this award is:  
Catherine Foster, (510) 587-6189

Contractual Matters:

Lourdes G. DeMattos  
Contract and Grant Officer  
University of California  
1111 Franklin St., 5th Floor  
Oakland, CA 94607-5200  
(510) 987-9850  
lourdes.demattos@ucop.edu

RECIPIENT

Program Matters:

Name Ellen T. Rudy  
Title Principal Investigator  
Address 2615 S. Grand Ave., Room 500  
Los Angeles, CA 90007  
Phone (213) 744-3056

Fiscal Matters:

(i.e., Address to which check should be mailed)

Name Belinda Snquon  
Title Grants Manager  
Address 5555 Ferguson Drive, 100-50  
Commerce, CA 90022  
Phone (323) 890-8671

Contractual Matters:

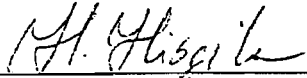
Name Jacqueline Battle  
Title Director, Administration, STDP  
Address 2615 S. Grand Ave., Room 500  
Los Angeles, CA 90007  
Phone (213) 744-3116


21. NOTICES


Whenever any notice, including changes to Recipient's legal name or contact information, is to be given under this Agreement by Recipient, it shall be in writing and provided to The Regents' contact for Program and Fiscal Matters and to The Regents' contact for Contractual Matters listed in Article 20, above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

THE REGENTS OF THE UNIVERSITY OF  
CALIFORNIA

By:   
Name: Haggai Hisgilov  
Title: Executive Director - Strategic Sourcing  
Date: 12-11-06

LOS ANGELES COUNTY DEPARTMENT OF  
~~HEALTH SERVICES~~ PUBLIC HEALTH 

By:   
Name: Peter R. Kerndt, MD., MPH  
Title: Director, STD Program  
Date: 1/2/07  
Recipient's FEDERAL ID Number: 95-6000927

**EXHIBIT A**  
University of California  
Universitywide AIDS Research Program

Award Notice

Principal Investigator: Ellen Rudy  
Institution: Los Angeles County Department of Health Services  
Project Title: WHiSPER: Counseling for Internet Partner Notification

Award #: OA-ID06-LAC-241

This award notice for period: September 1, 2006 – August 31, 2007

Approved Budget:

Personnel (Salaries, Wages, Benefits)	18,511
Consultant/Contract	30,112
Supplies and Expenses	645
Equipment	0
Travel - Annual Meeting	0
Travel - Project-Related	0
Travel - Scientific Meetings	0
Indirect Costs	3,664
TOTAL:	52,932

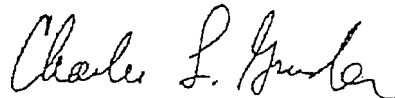
Anticipated award for FY 2008-2009 \$54,395;

This grant shall be subject to examination and audit by The Regents of the University of California and the California State Auditor for a period of three years after receipt of final fiscal and/or scientific reports. The examination and audit shall be confined to those matters connected with the performance of this grant, including, but not limited to, the cost of administering this grant.

Obligations:

1. Inform UARP if you receive funds for related research from any other source
2. Submission of abstract and attendance at Annual Investigator's Meeting
3. Submission of Annual Progress and Fiscal Reports
4. Management of grant according to UARP Policies and Procedures

Refer to the Universitywide AIDS Research Program Guide to Policies and Procedures for specific policies governing the administration of this award. Direct any questions to the Universitywide AIDS Research Program Office, 300 Lakeside Drive, 6th Floor, Oakland, CA 94612-3550, Phone (510) 987-9855.



Charles L. Gruder  
Executive Director  
Special Research Programs

**EXHIBIT II**

Contract No. \_\_\_\_\_

SEXUALLY TRANSMITTED DISEASE  
SCREENING, TREATMENT, CASE FINDING AND  
EDUCATIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2007,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County")

and

L.A. GAY AND LESBIAN CENTER  
("LAGLC" hereafter  
"Contractor").

WHEREAS, Section 101025 of the California Health and Safety Code places upon the County's Board of Supervisors the duty to preserve and protect the public's health; and

WHEREAS, Section 101000 of the California Health and Safety Code requires the Board to appoint a County Health Officer; and

WHEREAS, Section 120175 of the California Health and Safety Code requires the County Health Officer to take such measures as may be necessary to prevent the spread or occurrence of contagious, infectious, or communicable diseases within the jurisdiction of County; and

WHEREAS, Contractor has had an unusual degree of success

not shared by public health clinics in inducing certain groups of people within Los Angeles County who are likely to have such diseases to submit themselves to proper medical treatment and care; and has, therefore, been of material assistance in the performance of County's public health duties; and

WHEREAS, for the purpose of aide and incentive for Contractor to provide the services and objectives as outlined in Exhibits "A" and "B" attached hereto and incorporated herein by reference, the parties desire to enter into this Agreement; and

WHEREAS, Contractor agrees to abide by the requirements of the funding sources and all regulations issued pursuant thereto; and

WHEREAS, Contractor possesses the competence, expertise, and personnel to provide services contemplated hereunder; and

WHEREAS, County's Department of Public Health (hereafter "DPH") believes it is in the best interest of the residents of County to obtain these services by contract; and

WHEREAS, Contractor is willing to provide the services described herein for and in consideration of the payments provided under this Agreement and under the terms and conditions hereafter set forth; and

WHEREAS, the term "Director" as used herein refers to County's Director of Department of Public Health or his/her

authorized designee(s); and

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence on date of Board approval and shall continue in full force and effect to, and including June 30, 2008, with provision for a 12 month automatic "no cost" extension through June 30, 2009, unless sooner cancelled or terminated as provided herein.

If for any reason the funding which funds this Agreement is terminated or reduced, County shall have the right to immediately terminate this Agreement in whole or in part. Notice of such termination shall be served upon Contractor in writing. This Agreement may be terminated at anytime by either party upon the giving of thirty (30) days written notice to the other party. Additionally, County may terminate this Agreement in accordance with the Termination Paragraphs of the Additional Provisions hereunder.

Director may also suspend the performance of services hereunder, in whole or in part, effective upon Contractor's receipt of County's written notice. County's notice shall set forth the reasons for the suspension, the extent of the suspension, and the requirements for full restoration of the performance obligations.

Notwithstanding any other provision of this Paragraph, the

failure of Contractor or its officers, employees, and agents to comply with any of the terms of this Agreement shall constitute a material breach hereof and the Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

2. ADMINISTRATION: The Director of DPH or his duly authorized designee (hereafter collectively "Director") shall have the authority to administer this Agreement on behalf of County. Contractor shall designate in writing a person who shall have the authority to administer this Agreement on behalf of Contractor.

3. DESCRIPTION OF SERVICES: Contractor shall provide services to County in the manner and form as described in the body of this Agreement and in Exhibit A, "Scope of Work" attached hereto and incorporated herein by reference.

4. MAXIMUM OBLIGATION OF COUNTY: During the period commencing on date of Board approval through June 30, 2008, the maximum obligation of County for Contractor's performance hereunder is Sixty Eight Thousand, Nine Hundred Fifty Seven Dollars (\$68,957) as set forth in Exhibit A, Schedule I, Budget, attached hereto and incorporated herein by reference.

If this Agreement is renewed for the period effective July 1, 2008 through June 30, 2009, the annual maximum obligation of County for all services provided hereunder shall not exceed Zero Dollars (\$ 0) and shall be considered a "no-cost extension".

Contractor shall use such funds only to pay for expenditure categories (i.e., personnel services operating expenses, and indirect costs), as set forth in Exhibit A, Schedule I, attached hereto, and only to the extent that such funds are reimbursable to County under the State agreement.

Contractor may reallocate up to ten percent (10%) of any amount in any expenditure category to any other expenditure category. Director may authorize Contractor to exceed any expenditure category beyond the ten percent (10%) reallocation providing County's maximum obligation shall not exceed that provided herein, and provided further that Contractor submits a written request and justification to the Director for any reallocation in excess of ten percent (10%) and obtains Director's prior written approval. Expenditure category amounts are those set forth in Exhibit A, Schedule I, as the total funding for Personnel Services, Operating Expenses.

5. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT:

Contractor shall have no claim against County for the



payment of any monies, or reimbursements of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement, even if Contractor's provision of such services were requested by County directly. Should Contractor receive any such payment, it shall immediately notify County and shall repay or return all such funds or reimbursements to the County within a reasonable amount of time. Payment by County for services rendered after expiration/termination of this Agreement, shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or termination of this Agreement.

6. BILLING AND PAYMENT: County shall compensate Contractor for performing services hereunder in accordance with the following provisions:

A. County agrees to compensate Contractor in accordance with Exhibit A, Schedule I, Budget attached hereto.

B. Contractor shall bill County monthly in arrears. Contractor shall submit all invoices in duplicate and clearly reflect all required information as specified on such forms as may be furnished or required by County. Such invoices shall detail actual reimbursement costs incurred

by Contractor in accordance with Exhibit A, Schedule I, Budget, attached hereto. Each original invoice shall be approved and signed by Contractor's duly authorized designee. Original invoices shall be submitted to: (1) Department of Public Health, Sexually Transmitted Disease Program, 2615 S. Grand Avenue, Room 500, Los Angeles, California 90007, Attention: Sexually Transmitted Disease Program, Budget/Fiscal Manager, with duplicate invoice to: (1) Department of Public Health, Financial Management, 5555 Ferguson Drive, 1st Floor, City of Commerce, California 90022, Attention: Grants Management Unit; no later than fifteen (15) days after the end of each calendar month. After receipt of a correct and accurate billing, County shall pay Contractor in accordance with its customary accounts payable procedures.

C. County Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that actual reimbursable net costs for any services furnished hereunder are lower than the payments made thereof by County, and/or if it is determined by such audit that any payments made by County for a particular service is for costs which are not reimbursable pursuant to

provisions of this Agreement, then the difference shall be repaid by Contractor.

(2) If within forty-five (45) calendar days of termination of the contract period, such audit finds that the allowable costs of services furnished hereunder are higher than the payments made by County, then the difference may be paid to Contractor,

D. In no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts or grants.

E. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless otherwise revised or amended under the terms of this Agreement.

F. Prior authorization, in writing, shall be required to claim reimbursement for travel outside Los Angeles County unless such expense is approved in the contract budget. Request for authorization shall be made in writing to Director and shall include the travel dates, locations,

purpose/agenda, participants, and costs.

G. Withholding Payment:

(1) Subject to the reporting and data requirements of this Agreement and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report or data is incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for any succeeding month or months for reports or data not delivered in a complete and correct form for any given month.

(2) Subject to the provisions of the "TERM" Paragraph of this Agreement, and the exhibits(s) attached hereto, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies) . This withholding may be invoked for any succeeding month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement between County and Contractor until proof of such services is delivered to County.

(5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by an audit report settlement, or financial evaluation report, resulting from this or prior years' Agreement(s).

H. Contractor agrees to reimburse County for any federal State or County audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

7. BUDGET REDUCTIONS: In the event that County's Board of

Supervisors adopts a County Budget during any county Fiscal Year this agreement is in effect, which provides for reductions in salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce this payment obligation correspondingly for such Fiscal year for services provided by Contractor under this Agreement. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) days of the Board's approval of such actions. Contractor shall continue to provide all of the services set forth in the Agreement.

8. NON-APPROPRIATION OF FUNDS CONDITION: Notwithstanding any other provisions of this Agreement, it shall be effective and binding upon the parties only in the event that funds for the purpose hereof during any County current Fiscal year (July 1 - June 30) this agreement is in effect, are appropriated by County's Board of Supervisors.

Further, County shall not be obligated for services hereunder performed during any of County's future fiscal years unless and until County s Board of Supervisors appropriates funds for services hereunder in County's Budget for each such future fiscal year.

9. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. If sufficient monies are appropriated from federal, State, or County funding sources, and upon Directors or his authorized designee specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Assistant Director of Health Services, Administrative and Financial Services. If monies are reduced by federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed fifteen percent (15%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Administrative Officer. If the increase or decrease exceeds fifteen percent (15%) of the applicable County maximum obligation, approval by the County's Board of Supervisors shall be

required. Any such changes in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to Paragraph 17 (ALTERATION OF TERMS).

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, the Director or County's Board of Supervisors may reduce the applicable County maximum obligation for services provided hereunder



and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's Chief Administrative Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to Paragraph 17 (ALTERATION OF TERMS).

10. INDEMNIFICATION AND INSURANCE:

A. Indemnification: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

B. General Insurance Requirements: Without limiting Contractor's indemnification of County, and during the term of this Agreement, Contractor shall provide and maintain,

and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

(1) Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Public Health, 313 North Figueroa, Contracts & Grants Division 6<sup>th</sup> Floor East, Los Angeles, California 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement.

(b) Clearly evidence all coverages required in this Agreement.

(c) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(d) Include copies of the additional insured

endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.

(e) identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(2) Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

(3) Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to

provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

(4) Notification of Incidents. Claims or Suits:

Contractor shall report to County:

(a) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(b) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(c) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to County contract manager.

(d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

(5) Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

(6) Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) Contractor providing evidence of insurance covering the activities of subcontractors, or

(b) Contractor providing evidence submitted

by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

C. Insurance Coverage Requirements:

(1) General Liability insurance (written on ISO policy form CC 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations	
Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

(2) Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

(3) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is

responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 million

Disease - policy limit: \$1 million

Disease - each employee: \$1 million

(4) Professional Liability: Insurance covering liability arising from any error, omission negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

11. SUBCONTRACTING:

A. For purpose of this Agreement, subcontracts may be approved by Director. Contractor's request to Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including a description of Contractor's efforts to obtain competitive bids.

(2) A description of the services to be provided under the subcontract.

(3) The proposed subcontract amount, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which must be approved in writing by Director before such amendment is effective.

B. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement, and the requirements of the exhibit(s) and schedule(s) attached hereto.

C. At least thirty (30) days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to Director, a copy of the proposed subcontract instrument. With the Director's written approval of the subcontract instrument, the subcontract may



proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors.

12. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all federal, State, and local laws, ordinances, regulations, rules, and directives, applicable to its performance hereunder, as they are now enacted or may hereafter be amended.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such Federal, State, or local laws, ordinances, regulations, rules, or directives.

13. ENDORSEMENT: Contractor shall not, in any manner, advertise, publish or represent that County endorses the goods or services herein mentioned without the prior written consent of County. Any published document referencing County must have prior written consent of County.

14. RIGHTS IN DATA: County obtains the right to use, duplicated and disclose in whole or in part, in any manner, for any purpose whatsoever, and to authorize others to do writings, drawings, pictorial reproductions, or other graphical representations and works of a similar nature produced by Contractor as a result of their activities supported by this Agreement. Contractor retains the right to use, duplicate and disclose in whole or in part, in any manner, for any purposes whatsoever, all writings, drawings, pictorial reproductions, or other graphical representations and works of a similar nature produced by Contractor as a result of their activities supported by this Agreement subject to the ENDORSEMENT Paragraph.

15. TRADE SECRETS: Recognizing that County has no way to safeguard trade secrets or proprietary information, Contractor shall and does hereby keep and bear County harmless from all damages, costs, and expenses by reason of any disclosure by County of trade secrets and proprietary information.

16. ALTERATION OF TERMS: The body of this Agreement, together with the exhibits attached hereto, fully expresses all matters covered and shall constitute the total Agreement, Except as specifically provided herein, no addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or

employees, shall be valid unless made in writing and formally adopted in the same manner as this Agreement.

17. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

18. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

19. NOTIFICATION OF AGREEMENT: Contractor shall generally inform its officers, employees, and agents who perform services referred to under this Agreement of the provisions of this Agreement with particular emphasis on the following Paragraphs, STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE, INDEPENDENT CONTRACTOR STATUS, LICENSES AND COMPLIANCE WITH APPLICABLE LAW, CONFIDENTIALITY, AND UNLAWFUL SOLICITATION.

20. CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996. Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health

Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place;

Therefore, the parties agree as follows:

A. DEFINITIONS:

(1) "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner Protected Health Information which is outside of Business Associate's internal operations or to other than its employees.

(2) "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Further, Electronic Media means: (a) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (b) Transmission media used to exchange information already in electronic storage media. Transmission media includes, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile ("FAX"), and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "electronic media" draws no distinction between internal and external data, at rest (that is, in storage), as well as, during transmission.

(3) "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Further, Electronic Protected Health Information means protected health information that is: (a) transmitted by electronic media, and (b) maintained in electronic media.

(4) "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

(5) "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (a) relates to the past, present, or future, physical or mental health, or condition of an Individual; the provision of health care to an Individual, or the past, present, or future, payment for the provision of health care to an Individual; (b) identifies the Individual (or for which there is a

reasonable basis for believing that the information can be used to identify the Individual); and (c) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity.

"Protected Health Information" includes Electronic Health Information.

(6) "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court ordered warrants; subpoenas or summons issued by a court, a grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

(7) "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

(8) "Services" has the same meaning as used in the body of this Agreement.

(9) "Use" or "Uses" means, with respect to Protected Health Information, the analysis, application, employment, examination, sharing, or utilization of such information within Business Associate's internal operations.

(10) Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

B. OBLIGATIONS OF BUSINESS ASSOCIATE:

(1) Permitted Uses and Disclosures of Protected Health Information: Business Associate:



a. Shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in this Paragraph's Sections, B.(3), B.(4), B.(5), B.(6), B.(7), B.(8), Subparagraph, D.(3), and Subparagraph, E.(2) of this Agreement;

b. Shall Disclose Protected Health Information to Covered Entity upon request;

c. May, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

1) Use Protected Health Information;

and

2) Disclose Protected Health

Information if the Disclosure is Required By Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

(2) Adequate Safeguards for Protected Health Information: Business Associate:

a. Shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business

Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

b. Effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

(3) Reporting Non-Permitted Use or Disclosure and Security Incidents: Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its officers, employees, agents, representatives, or subcontractors, but is not specifically permitted by this Agreement, as well as, effective April 20, 2005, each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to Covered Entity's Departmental Privacy Officer at 1-(800) 711-5366 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted

Use, Disclosure, or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use, Disclosure, or Security Incident to the Covered Entity's Chief Privacy Officer, at: Chief Privacy Officer; Kenneth Hahn Hall of Administration; 500 West Temple Street, Suite 525; Los Angeles, California 90012.

(4) Mitigation of Harmful Effect: Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.

(5) Availability of Internal Practices, Books and Records to Government Agencies: Business Associate agrees to make its internal practices, books, and records, relating to the Use and Disclosure of Protected Health Information, available to the Secretary of the federal Department of Health and Human Services ("DHHS") for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any

requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

(6) Access to Protected Health Information:

Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information, specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

(7) Amendment of Protected Health Information:

Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected

Health Information that are requested by Covered Entity.

Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

(8) Accounting of Disclosures: Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its officers, employees, agents, representatives, or subcontractors. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Business Associate under this Subparagraph B.(8) shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under

this Subparagraph B.(8), Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Subparagraph B.(8) to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

C. OBLIGATION OF COVERED ENTITY: Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

D. TERM AND TERMINATION:

(1) Term: The term of this Paragraph, shall be the same as the term of this Agreement. Business Associate's obligations under this Paragraph's subparagraph(s) B.(1) (as modified by Subparagraph

D.(2)), B.(3), B.(4), B.(5), B.(6), B.(7), B.(8), Subparagraph D.(3) and Subparagraph E.(2) shall all survive the termination or expiration of this Agreement.

(2) Termination for Cause: In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

b. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

c. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary of the federal DHHS.

(3) Disposition of Protected Health Information Upon Termination or Expiration:

a. Except as provided in Sub-subparagraph b. of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created, or received, by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of agents, representatives, or subcontractors, of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement, to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as



Business Associate maintains such Protected Health Information.

E. MISCELLANEOUS:

(1) No Third Party Beneficiaries: Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.

(2) Use of Agents, Representatives, and/or Subcontractors: Business Associate shall require each of its agents, representatives, and/or subcontractors, that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent, representative, and/or subcontractor to comply with all the terms of this Paragraph.

(3) Relationship to Services Agreement Provisions: In the event that a provision of this Paragraph is contrary to another provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance with, the terms of this

Agreement.

(4) Regulatory References: A reference in this Paragraph to a section in the Privacy and Security Regulations means the section as currently in effect, or may hereafter be amended.

(5) Interpretation: Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Regulations.

(6) Amendment: The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

21. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the persons named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten days

prior written notice thereof to the parties.

A. Notices to County shall be addressed as follows:

- (1) Department of Public Health  
Sexually Transmitted Disease Program  
2615 S. Grand Avenue, Room 50  
Los Angeles California 90007  
Attention: Program Director
- (2) Department of Public Health  
Contracts and Grants Division  
313 North Figueroa Street,  
Sixth Floor-East  
Los Angeles, California 90012-2659  
Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

- (1) L.A. Gay and Lesbian Center  
1625 Schrader Blvd.  
Los Angeles, California 90028  
Attention: Elizabeth Meisler, Executive  
Director

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Public Health and Contractor has caused Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Jonathan E. Fielding, M.D., M.P.H.  
Director and Health Officer

L.A.GAY AND LESBIAN CENTER  
Contractor

By \_\_\_\_\_  
Signature

ELIZABETH MEISLER  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM BY THE  
OFFICE OF THE COUNTY COUNSEL  
Raymond G. Fortner, Jr.  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_  
Gary Izumi, Chief,  
Contracts and Grants Division

ADDITIONAL PROVISIONS

DEPARTMENT OF PUBLIC HEALTH

SEXUALLY TRANSMITTED DISEASE

SCREENING, TREATMENT, CASE FINDING AND

EDUCATIONAL SERVICES AGREEMENT

COST REIMBURSEMENT

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DEPARTMENT OF PUBLIC HEALTH  
SEXUALLY TRANSMITTED DISEASE  
SCREENING, TREATMENT, CASE FINDING AND EDUCATIONAL  
SERVICES AGREEMENT  
ADDITIONAL PROVISIONS

1. ADMINISTRATION: County's Director of Public Health or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit, to County, Contracts and Grants Section, a statement executed by Contractor's duly constituted officers, containing the following information:

(1) The form of Contractor's business organization, i.e., sole-proprietorship, partnership, or corporation.

(2) Articles of Incorporation and by-laws.

(3) A detailed statement indicating whether Contractor is totally or substantially owned by another

business organization.

(4) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(5) If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or the Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to County, within ten (10) calendar days following execution of this Agreement a statement, executed by Contractor's duly constituted officers, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify County in writing detailing such changes.

3. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of Federal and State laws, or in any manner on the basis of the client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or

conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation.

Facility access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where Federal funds are involved, and the Americans with Disabilities Act.

Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to County's Director (hereafter collectively "County Director"), for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Public Health' Affirmative Action Division.

At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures.

A copy of such nondiscrimination in services policy and procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other Federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation in accordance with requirements of Federal and State laws. Such action shall

include, but shall not be limited to the following:  
employment, upgrading, demotion, transfer, recruitment or  
recruitment advertising, layoff or termination, rates of pay  
or other forms of compensation, and selection for training,  
including apprenticeship. Contractor shall post in  
conspicuous places in each of Contractor's facilities  
providing services hereunder, positions available and open  
to employees and applicants for employment, and notices  
setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or  
advertisements for employees placed by or on behalf of  
Contractor, state that all qualified applicants shall  
receive consideration for employment without regard to race,  
color, religion, national origin, ethnic group  
identification, ancestry, sex, age, condition of physical or  
mental handicap, or sexual orientation, in accordance with  
requirements of Federal and State laws.

C. Contractor shall send to each labor union or  
representative of workers with which it has a collective  
bargaining agreement or other contract of understanding a  
notice advising the labor union or workers' representative  
of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal

with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of Federal and State laws.

E. Contractor shall allow Federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of this Paragraph have been violated, the same shall constitute a material breach of contract upon which Director may suspend or County may determine to terminate this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination



laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

5. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the

citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7. CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Contractor's minimum qualifications for the open position. The County will refer GAIN participants by job category to the Contractor."

8. CLIENT/PATIENT ELIGIBILITY: If clients/patients are

treated hereunder, client/patient eligibility for County's services shall be documented by Contractor. Contractor shall also document that all potential sources of payments to cover the costs of services hereunder have been identified and that Contractor or client/patient has attempted to obtain such payments. Contractor shall retain such documentation and allow County access to same in accordance with the RECORDS AND AUDITS Paragraph of this Agreement.

9. CLIENT/PATIENT FEES: Clients/patients treated hereunder shall be charged a fee by Contractor. In charging fees, Contractor shall take into consideration the client's/patient's ability to pay for services received. Contractor shall not withhold services because of the client's/patient's inability to pay for such services. In establishing fees, Contractor shall implement a client/patient fee determination system which has been reviewed and approved by the Director. Contractor shall exercise diligence in the billing and collection of client/patient fees.

10. PAYMENT: County shall compensate Contractor for actual reimbursable net costs incurred by Contractor in performing services hereunder.

A. Monthly Billing: Contractor shall bill County monthly in arrears. All billings shall clearly reflect all

required information as specified on billing forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor by, or on behalf of, clients/patients. Billings shall be submitted to County within fifteen (15) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance with the schedule(s) attached hereto.

(1) Payment for all services provided hereunder shall be limited to the aggregate maximum monthly payment set out in the schedule for the corresponding exhibit attached hereto.

(2) No single payment to Contractor for services provided hereunder shall exceed the maximum monthly payment set out in the schedule for the corresponding exhibit, unless prior approval from Director to exceed the maximum monthly payment has been granted. To the extent that there have been lesser payments for services, the resultant savings may be used to pay for future monthly billings for services in excess of the maximum monthly payment.

B. County Audit Settlements:

(1) If an audit conducted by Federal, State, and/or County representatives finds that actual reimbursable net costs for any services furnished hereunder are lower than the payments made thereof by County, and/or if it is determined by such audit that any payments made by County for a particular service is for costs which are not reimbursable pursuant to provisions of this Agreement, then the difference shall be repaid by Contractor.

(2) If within forty-five (45) calendar days of termination of the contract period, such audit finds that the allowable costs of services furnished hereunder are higher than the payments made by County, then the difference may be paid to Contractor.

C. In no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts or grants.

D. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless

otherwise revised or amended under the terms of this Agreement.

E. Prior authorization, in writing, shall be required to claim reimbursement for travel outside Los Angeles County unless such expense is approved in the contract budget. Request for authorization shall be made in writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.

F. Withholding Payment:

(1) Subject to the reporting and data requirements of this Agreement and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report or data is incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for any succeeding month or months for reports or data not delivered in a complete and correct form for any given month.

(2) Subject to the provisions of the TERM and ADMINISTRATION Paragraphs of this Agreement, and the exhibits(s) attached hereto, County may withhold any

claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for any succeeding month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement between County and Contractor until proof of such services is delivered to County.

(5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by an audit report settlement,

or financial evaluation report, resulting from this or prior years' Agreement(s).

G. Contractor agrees to reimburse County for any Federal, State, or County audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

11. RECORDS AND AUDITS:

A. Client/Patient Records: If clients/patients are treated hereunder, Contractor shall maintain adequate treatment records in accordance with all applicable Federal and State laws as they are now enacted or may hereafter be amended on each client/patient which shall include, but shall not be limited to, diagnostic studies, a record of client/patient interviews, progress notes, and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. Client/patient records shall be retained for a minimum of seven (7) years following the expiration or earlier termination of this Agreement, except that the records of unemancipated minors shall be kept at least one (1) year after such minor has reached the age of eighteen (18) years and in any case not less than seven (7) years, or until Federal, State, and/or County audit findings



applicable to such services are resolved, whichever is later. Client/patient records shall be retained by Contractor at a location in Southern California and shall be made available at reasonable times to authorized representatives of Federal, State, and/or County governments during the term of this Agreement and during the period of record retention for the purpose of program review, financial evaluation, and/or fiscal audit. In addition to the requirements set forth under this Paragraph, Contractor shall comply with any additional record requirements which may be included in the exhibits(s) attached hereto.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

- (1) Books of original entry which identify all designated donations, grants, and other revenues, including County, Federal, and State revenues and all costs by type of service.

(2) A General Ledger.

(3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

(4) If clients/patients are treated hereunder, financial folders clearly documenting:

(a) Contractor's determination of clients'/patients' eligibility for Medi-Cal, medical insurance, and other coverage.

(b) Reasonable efforts to collect charges from the client/patient, his/her family, his/her insurance company, and responsible persons.

(5) If clients/patients are treated hereunder, individual client/patient account receivable ledgers indicating the type and amount of charges incurred and payments by source and service type shall be maintained.

(6) Personnel records which show the percentage

of time worked providing services claimed under this Agreement. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total worktime on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Agreement.

(7) Personnel records which account for the total worktime of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Agreement.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient

ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location in Southern California during the term of this Agreement and for a minimum period of five (5) years following expiration or earlier termination of this Agreement, or until Federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours to authorized representatives of Federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County, Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location.

C. Preservation of Records: If following termination of this Agreement Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

D. Audit Reports: In the event that an audit of any or all aspects of this Agreement is conducted of Contractor

by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the County's Department of Public Health ("DPH") - County, Contracts and Grants Section, and County's Auditor Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Agreement, or under applicable Federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect.

The audit shall satisfy the requirement of the Federal Office of Management and Budget ("OMB") Circular Number A-133. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable Federal, State, or County statutes, policies, or guidelines. Contractor shall file such audit report(s) with the County's DPH - County no later than ninety (90) calendar days from the completion of the audit.

The independent auditor's workpapers shall be retained

for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit workpapers shall be made available for review by Federal, State, or County representatives upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such

access to the subcontract, books, documents, and records of the subcontractor.

G. Program/Fiscal Review: In the event County representatives conduct a program review or financial evaluation of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all financial records, medical records, program records, and any other records pertaining to services provided under this Agreement. Additionally, Contractor shall make its personnel, facilities, and medical protocols available for inspection at reasonable times by authorized representatives of County. Contractor shall be provided with a copy of any written program review or financial evaluation reports. Contractor shall have the opportunity to review County's program review and financial evaluation reports, and shall have thirty (30) calendar days after receipt of County's findings to review the results and to provide documentation to County to resolve exceptions. If, at the end of the thirty (30) day period, there remain exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results thereafter shall be applied to the total County payments

made to Contractor for all claims paid during the program review or financial evaluation period under review to determine Contractor's liability to County.

H. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

12. REPORTS:

A. Contractor shall submit to County the following reports showing timely payment of employees' Federal and State income tax withholding:

(1) Within ten (10) calendar days of filing with the Federal or State government, a copy of the Federal and State quarterly income tax withholding return, Federal Form 941, and State Form DE-3 or their equivalent.

(2) Within ten (10) calendar days of each payment, a copy of a receipt for or other proof of payment of Federal and State employees' income tax withholding whether such payments are made on a monthly or quarterly basis.

Required submission of the above quarterly and monthly reports by Contractor may be waived by Director



based on Contractor's performance reflecting prompt and appropriate payment of obligations. Requirements of this Subparagraph A shall not apply to governmental agencies.

B. Contractor shall make other reports as required by Director concerning Contractor's activities as they affect the contract duties and purposes contained herein. In no event, however, may County require such reports unless it has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

13. ANNUAL COST REPORT:

A. For each year, or portion thereof, that this Agreement is in effect, Contractor shall provide to County's DPH - County one (1) original and one (1) copy of an annual cost report within forty-five (45) calendar days following the close of the contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles, cost report forms, and instructions provided by County.

B. If this Agreement is terminated prior to the close of the contract period, the annual cost report shall be for

that Agreement period which ends on the termination date. One (1) original and one (1) copy of such report shall be submitted within forty-five (45) calendar days after such termination date to County DPH.

C. The primary objective of the annual cost report shall be to provide County with actual factual financial and statistical data that serve as a basis for management analysis and reports.

D. If the Annual Cost Report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County.

14. PUBLIC ANNOUNCEMENTS, LITERATURE: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Agreement, shall have prior written approval from the County Director prior to its publication, printing, duplication, and implementation with this Agreement. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgment that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of

Public Health.

Contractor further agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Agreement, and all works based thereon, incorporated therein, or derived therefrom, shall be the sole property of County.

Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

With respect to any such items which come into existence after the commencement date of the Agreement, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

For the purposes of this Agreement, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures,

fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

15. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of its records and information including, but not limited to, billings, County records, and client/patient records, in accordance with all applicable Federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of said confidentiality provision of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, and subcontractors.

16. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement:

If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure

that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

17. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral

services of all those bar associations within Los Angeles County that have such a service.

18. PROHIBITION AGAINST DELEGATION AND ASSIGNMENT:

A. Contractor shall not delegate its duties or assign its rights hereunder, either in whole or in part, without prior written consent of County. Any attempted delegation or assignment by Contractor without County consent shall be null and void. For purposes of this Paragraph, County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegate or assignee on any claim under this Agreement, absent County's consent, shall not be paid by County.

B. Shareholders or partners, or both, of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any persons, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, approval thereof by County shall be required. Consent to any such transfer shall only be

refused if County finds that the transferee is lacking in experience, capability, and financial ability to perform services. This in no way limits any County right found elsewhere in Agreement to terminate this Agreement.

19. SUBCONTRACTING:

A. For purposes of this Agreement, subcontracts shall be approved by County's County Director or his/her authorized designee(s). Contractor's request to County Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including a description of Contractor's efforts to obtain competitive bids.

(2) A description of the services to be provided under the subcontract.

(3) The proposed subcontract amount, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which must be approved in writing by County Director before such amendment is effective.

B. Subcontracts issued pursuant to this Paragraph

shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement, including the ADDITIONAL PROVISIONS, and the requirements of the exhibits(s) and schedule(s) attached hereto.

C. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to County Director, a copy of the proposed subcontract instrument. With the County Director's written approval of the subcontract instrument, the subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors.

E. A fully signed and executed copy of such subcontract shall be provided by Contractor and delivered to County's Sexually Transmitted Disease Program Office, 2615 South Grand Avenue, Room 500, Los Angeles, California 90007, within thirty (30) calendar days after the effective date of subcontract.

20. BOARD OF DIRECTORS: Contractor's Board of Directors



shall serve as the governing body of the agency. Contractor's Board of Directors shall be comprised of individuals as described in its by-laws; meet not less than required by the by-laws; and record statements of proceedings which shall include listings of attendees, absentees, topics discussed, resolutions, and motions proposed with actions taken, which shall be available for review by Federal, State, or County representatives. The Board of Directors shall have a quorum present at each Board meeting where formal business is conducted. A quorum is defined as one person more than half of the total Board membership.

Contractor's Board of Directors shall oversee all agency contract-related activities. Specific areas of responsibility shall include executive management, personnel management, fiscal management, fund raising, public education and advocacy, Board recruitment and Board member development, i.e., training and orientation of new Board members and ongoing in-service education for existing members.

21. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, CERTIFICATES: Contractor shall obtain and maintain during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by Federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall

ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by Federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of County's DPH - County at any time during the term of this Agreement.

22. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, State, and local laws, ordinances, regulations, rules, and directives, applicable to its performance hereunder, as they are now enacted or may hereafter be amended.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such Federal, State, or local laws, ordinances, regulations, rules, or directives.

23. KNOX-KEENE HEALTH CARE SERVICES REQUIREMENTS:

Contractor shall maintain all applicable books and records regarding services rendered to members of the County of Los Angeles Community Health Plan ("CHP") for a period of five (5)

years from the expiration or earlier termination of this Agreement.

During such period, as well as during the term of this Agreement, Director or the State of California Commissioner of Corporations, or both, reserve the right to inspect at reasonable times upon demand, Contractor's books and records relating to: (1) the provision of health care services to CHP members; (2) the costs thereof; (3) co-payments received by Contractor from CHP members, if any; and (4) the financial condition of Contractor.

Contractor shall maintain such books and records and provide such information to the Director and to the State of California Commissioner of Corporations as may be necessary for compliance with the provisions of the Knox-Keene Health Care Service Plan Act of 1975 (Health and Safety Code Sections 1340, et seq.) and all rules and regulations adopted pursuant thereto.

Upon expiration or earlier termination of this Agreement, County shall be liable for payment of covered services rendered by Contractor to a CHP member, who retains eligibility either under the applicable CHP agreement or by operation of law, and who remains under the care of Contractor at the time of such expiration or earlier termination until the services being rendered to the CHP member by Contractor are completed or County makes reasonable and medically appropriate provisions for the

assumption of such services.

24. CONFLICT OF INTEREST:

A. No County employee whose position in County enables him/her to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor, or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons implicated and

complete description of all relevant circumstances.

25. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except their use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgement against it within thirty (30) calendar days of

filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Within ninety (90) calendar days following the effective date of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance,

vandalism, or misuse. Contractor shall contact County, Contracts and Grants Section, for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody:

Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or earlier termination of this Agreement, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

26. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall assure that the locations where services are

provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

27. RETURN OF COUNTY MATERIALS: At expiration or earlier termination of this Agreement, Contractor shall provide an accounting of any unused or unexpended supplies purchased by Contractor with funds obtained pursuant to this Agreement and shall deliver such supplies to County upon County's request.

28. STAFFING: Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff required by County. Such personnel shall be qualified in accordance with standards established by County. In addition, Contractor shall comply with any additional staffing requirements which may be included in the exhibit(s) attached hereto.

During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title,



professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisorial position becomes vacant during the term of this Agreement, Contractor shall, prior to filling said vacancy, notify County's County Director. Contractor shall provide the above set forth required information to County's County Director regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement.

29. TRAINING/STAFF DEVELOPMENT: Contractor shall institute and maintain a training/staff development program pertaining to those services described in the exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of such training/staff development program.

30. INDEPENDENT CONTRACTOR STATUS: This Agreement is by

and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, or other compensation or benefits to any personnel provided by Contractor.

Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

31. TERMINATION FOR INSOLVENCY: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

A. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the Federal Bankruptcy Code or not;

B. The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code;

C. The appointment of a Receiver or Trustee for Contractor;

D. The execution by Contractor of an assignment for the benefit of creditors.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

32. TERMINATION FOR DEFAULT:

County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

A. If, as determined in the sole judgement of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof

as County may authorize in writing; or

B. If, as determined in the sole judgement of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided in Subparagraph A, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services.

C. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

33. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is

deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a ten (10) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

A. Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made,

County shall pay Contractor the amount so determined.

Contractor, for a period of five (5) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

34. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the

Contractor.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts."

35. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or person under Contractor's control performs services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

36. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within two (2) working days, give notice thereof, including all relevant information with respect thereto, to the other party.

37. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

38. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

39. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

40. SEVERABILITY: If any provisions of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.



41. GOVERNING LAWS: This Agreement shall be construed in accordance with and governed by the laws of the State of California.

42. JURISDICTION AND VENUE: Contractor hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action (other than an appeal or an enforcement of a judgement) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be deemed to be in the courts of the State of California located in Los Angeles County, California.

43. RESOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its DPH shall make the determination to resolicit bids or request proposals in accordance with applicable County and DPH policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other

than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

44. NONEXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of the services to be provided under this Agreement, that County has, or intends to enter into, contracts with other providers of such services, and that County reserves the right to itself perform the services with its own County personnel. During the term of this Agreement, Contractor agrees to provide County with the services described in the Agreement.

45. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement

or impose other penalties as specified in this Agreement.

46. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provision of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notice of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

47. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:  
Failure of Contractor to maintain compliance with the

requirements set forth in Paragraph 46, "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM shall constitute a default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 32, "TERMINATION FOR CONTRACTOR DEFAULT" and pursuant to County Code Chapter 2.202."

48. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's DA will supply Contractor with the poster to be used.

49. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by

the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

50. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance

with the requirements set for in Internal Revenue Service Notice 1015.

51. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor shall agree to accept referrals from the County's Human Resources staff of qualified County employees for consideration for employment, as vacancies occur in Contractor's staff, beginning with Board approval of contract and throughout the contract term.

52. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this contract, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which County may immediately terminate this Agreement.

53. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure

this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty County shall have the right to terminate this Agreement and, in its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

54. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this Agreement or other contracts which indicates that the Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing on, or being

awarded, and/or performing work on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts the Contractor may have with the County.

C. County may debar Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of contract with County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicated a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.



E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After considerations of any objections, or if no objections are submitted, a record of hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (45 C.F.R. Part 76): Contractor hereby acknowledges that the County is prohibited from contracting

with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

H. These terms shall also apply to any [subcontractors/ subconsultants] of County Contractors.

55. RULES AND REGULATIONS: During the time that Contractor's employees or agents are at County facilities, such persons shall be subject to the rules and regulations of such County premises. It is the responsibility of Contractor to acquaint its employees who are to provide services hereunder with

such rules and regulations. Contractor shall permanently withdraw any of its employees from the provision of services hereunder upon receipt of written notice from Director that: (1) such employee has violated such rules or regulations, or (2) such employee's actions, while on County premises, indicate that such employee may adversely affect the delivery of services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

56. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor, agrees to use recycled content paper to the maximum extent possible in connecting with the services to be performed by Contractor under this Agreement.

57. CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For the purposes of this Paragraph, and as set forth in the Jury Service Program provision of the County Code as described herein above:

"Contractor" means a person, partnership, corporation or any other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive

an aggregate sum of \$50,000 or more in any 12-month period under one (1) or more County contracts or subcontracts; "employee" means any California resident who is a full time employee of Contractor; and "full time" shall mean forty (40) hours or more per week, or lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of Jury Service Program. If Contractor uses any subcontractor to perform services for the County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program when this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement term and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program. The required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception,"

Exhibit C, is to be completed by the Contractor prior to Board approval of this Agreement and forwarded to County.

(4) Contractor's violation of this Section of the contract may constitute a material breach of this Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach."

58. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING

EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall

have no claim against County for the payment of any monies, or reimbursements of any kind whatsoever, for any service provided by Contractor after the expiration or (other) termination of this Agreement, even if Contractor's provision of such services were requested by County directly. Should Contractor receive any such payment, it shall immediately notify County and shall repay or return all such funds or reimbursements to County within a reasonable amount of time. Payment by County for services rendered after expiration/termination of this Agreement shall not

constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or (other) termination of this Agreement.

59. SAFELY SURRENDERED BABY LAW LANGUAGE:

A. NOTICE TO EMPLOYEES REGARDING THE SAFELY

SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

B. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S

COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the



Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

SCOPE OF WORK  
LOS ANGELES GAY & LESBIAN CENTER  
TERM: 07/01/07 – 06/30/08

PROJECT WHISPER: COUNSELING FOR INTERNET PARTNER NOTIFICATION

The Los Angeles Gay & Lesbian Center (LAGLC) will provide the space and computer to conduct the intervention, will employ the disclosure counselor, and ensure recruitment of participants for the intervention. LAGLC will be responsible for the distribution of incentive cards and data entry. LAGLC will work with Dr. Mintz to develop the web-based randomization program and the web-based database that will be available for the disclosure counselor to use. LAGLC will oversee the recruitment and facilitation of the focus groups and be responsible for participants' remuneration fees. LAGLC will contract with Dr. Newman to provide his expertise on the development of the focus groups scripts and qualitative data analysis. LAGLC has worked with Dr. Newman on two previous pilot projects. LAGLC will contract with Dr. Greenland to provide his expertise on the data analysis and interpretation of the intervention.

LAGLC is one of the leading providers of HIV/STD testing, treatment, care and referral services for men who have sex with men in Los Angeles County. LAGLC Sexual Health Program is the perfect partner to collaborate on the WHiSPER trial because of its extensive experience with disclosure assistance counseling, it's established and trusting relationship with the gay community and the significant amount of STD/HIV morbidity treated in its clinics. See attached budget and budget justification for explanation of the contract cost.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHODS OF EVALUATING OBJECTIVES AND DOCUMENTATION
1.0 Provide recruitment and enrollment of 324 participants in the WHiSPER study	<p>1.1 Program Director will train staff on WHiSPER recruitment protocol.</p> <p>1.2 Program Director will implement and oversee the WHiSPER recruitment study protocol among LAGLC staff.</p>	07/01/07 and ongoing up to 06/30/08	1.2 Weekly data report indicating the number of enrollees and the overall number of eligible subjects.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHODS OF EVALUATING OBJECTIVES AND DOCUMENTATION
	1.3 Disclosure counselor will train on the WHISPER enrollment protocol.		
2.0 Implement the WHISPER counseling module on a randomized basis to participants	2.1 Disclosure counselor will train on the WHISPER counseling module. 2.2 Disclosure counselor will randomize participants to control or intervention group. 2.3 Disclosure counselor will implement the WHISPER counseling module.	By 07/31/07 and ongoing up to 06/30/08	2.2 Weekly randomization report to compare randomized number blocks to actual study randomization. 2.3 Weekly feedback on implementation of the WHISPER counseling module. 2.3 Weekly data report indicating the number of control and intervention participants.
3.0 Assist with the development of the database, administration of the surveys, and the provision of data entry.	3.1 Work with database consultant to develop study databases that successfully link to clinic data and provide weekly data reports. 3.2 Disclosure counselor administers the baseline survey, contact information sheet and follow-up survey to all participants.	By 07/31/07 and ongoing up to 06/30/08	3.1 Review of database and program to generate reports. 3.2 Ongoing review of participants charts for documentation of surveys. 3.3 Weekly report on number of